

INVOICE

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**Trident Steel Corporation**

12825 Flushing Meadows Drive, Suite 110
 St. Louis, MO 63131
 Telephone: 314-822-0500 • Telefax: 314-984-8700

INVOICE NO.

P2639 I-IN

INVOICE DATE

10/11/13

Remit To: TRIDENT STEEL CORP.

Post Office Box 798279
 Saint Louis, MO 63179-8000

ORDER NUMBER

P2639

ORDER DATE

12/30/13

SALESPERSON

0015

CUSTOMER NO

01-0002183

Daniel Nelson

SOLD TO:

Calyx Energy LLC
 6901 S. Pierce Street
 Suite 270
 Littleton

CO 80128

SHIP TO:

Delivered
 Stillwater, OK OSCL
 Noble County, OK
 Ship Date: 10/08/13

CONFIRM TO:

John Podowski

CUSTOMER P.O.**SHIP VIA****F.O.B.****TERMS**

See Lease

DEL

Stillwater, OK

Net 45 Days

ITEM**QUANTITY SHIPPED****PRICE****AMOUNT**

Lease: WEDEL 29-1 WX
 AFE # D0189

New API Oilwell Casing

05121700PHBAJ*0	TSB			
5 1/2x17# HCP BTC A-JU BEST *0		4660.12	13.3400	62,166.00
05121700PHBAJ*J	TSB			
5 1/2x17# HCP BTC A-JU BEST *J		109.00	.0000	.00

Tallies attached.

DUE DATE

11/25/13

DISC. DATE**NET INVOICE**

62,166.00

FREIGHT
SALES TAX

.00
 3,729.96

INVOICE TOTAL

65,895.96

**** NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.******EXHIBIT 11****EXHIBIT****12**

TERMS AND CONDITIONS OF SALE

1. The rights and duties of Seller (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Seller. These terms and conditions shall be deemed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail insofar as they may conflict with the terms and conditions set forth in Buyer's purchase order. Properly signed bills of lading shall constitute delivery.

2. **SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION.** Seller shall not be liable for any loss or damage arising out of delays in Seller's performance which are caused by factors beyond its control. No payment shall be claimed by Seller without prior written permission from Seller. Claims of damages in any amount shall be received by Seller within ten (10) days after the date said products are delivered or lost.

3. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. Buyer agrees to the price and payment terms contained in this invoice. Buyer agrees to pay for late payment on all invoices on the basis of 1.5% per month. Buyer agrees to pay all costs and charges including carrier charges, insurance, all freight charges, litigation expenses incurred by Seller, and other costs connected with or arising out of any agreement in this agreement. The parties agree to submit any dispute arising out of this contract and the Uniform Commercial Code as adopted by the State of Texas and all other laws and regulations governing performance of this contract to the arbitration process in the jurisdiction of the courts of the State Court of New York, County of Westchester and all disputes, however the parties to this contract has agreed to.

5. Notwithstanding the foregoing, Seller and Buyer agree that any controversy or claim arising out of this contract shall be settled by arbitration administered in Houston, Harris County, Texas, subject to a single arbitrator and arbitration proceeding administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction thereof.